RECORDING REQUESTED BY

When recorded mail to:

4

City Clerk's Office City of Riverside City Hall, 3900 Main Street Riverside, California 92522

FREE RECORDING This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code 6103)

PMW-43-867 Project:

Sycamore Canyon Park

RECEIVED FOR RECORD At Request of TICOR TITLE INSURANCE CO. Recorded in Official Records Riverside County, Catiforn AT 8:30 O'CLOCK A.M. DEC 3 0 1986

FOR RECORDER'S OFFICE USE ONLY

11713

## **GRANT DEED**

LUSK - HIGHLANDER, limited partnership, Grantor, FOR VALUABLE a California CONSIDERATION, receipt of which is hereby acknowledged, does hereby grant to the CITY OF RIVERSIDE, a municipal corporation, the real property in the City of Riverside, County of Riverside, State of California, described as follows:

A portion of Sections 32 and 33, Township 2 South, Range 4 West, and a portion of Section 4, Township 3 South, Range 4 West, San Bernardino Base and Meridian, being more particularly described as follows:

BEGINNING at the southeast corner of said Section 32;

THENCE North 89° 11' 58" West, along the south line of said Section 32 a distance of 1300.80 feet to the southwest corner of the southeast one-quarter of the southeast one-quarter of said Section 32;

THENCE North 1° 15' 15" East, along the west line of said southeast one-quarter of the southeast one-quarter of Section 32 a distance of 1309.37 feet to the northwest corner of said southeast one-quarter of the southeast one-quarter of Section 32;

THENCE South 88° 58' 12" East, along the north line of said southeast one-quarter of the southeast one-quarter of Section 32 a distance of 621.51 feet to the southeast corner of that certain parcel of land described in Certificate of Compliance recorded August 3, 1981, as Instrument No. 146920, Official Records of Riverside County, California;

THENCE North  $9^{\circ}$  54' 37" East, along the easterly line of said parcel a distance of 658.66 feet to an angle point in said easterly line;

THENCE continuing along said easterly line North  $84^{\circ}$  54' 37" East, a distance of 595.57 feet to an intersection with the east line of said Section 32;

THENCE North  $1^{\circ}$  35' 20" East, along said east line of Section 32 a distance of 369.54 feet;

THENCE South 88 25' 08" East, a distance of 48.46 feet to the beginning of a tangent curve concave southwesterly and having a radius of 522.00 feet;

THENCE Southeasterly along said curve through an angle of 75° 03' 20" a distance of 683.80 feet;

THENCE tangent to said curve South  $13^{\circ}$  21' 48" East, a distance of 106.72 feet to the beginning of a tangent curve concave northeasterly and having a radius of 578.00 feet;

THENCE Southeasterly along said curve through an angle of  $40^{\circ}$  53' 01" a distance of 412.43 feet;

THENCE tangent to said curve South 54° 14' 49" East, a distance of 216.83 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1028.00 feet;

THENCE Southeasterly along said curve through an angle of  $10^{\circ}$  28' 34" a distance of 187.96 feet;

THENCE tangent to said curve South  $64^{\circ}$  43' 23" East, a distance of 60.93 feet to the beginning of a tangent curve concave northeasterly and having a radius of 628.00 feet;

THENCE Southeasterly along said curve through an angle of  $0^{\circ}$  11' 46" a distnace of 2.15 feet;

THENCE North 89° 40' 06" West, a distance of 541.00 feet;

THENCE South 44° 27' 23" West, a distance of 274.96 feet;

THENCE South 20° 12' 49" West, a distance of 518.07 feet;

THENCE South 78° 38' 13" East, a distance of 284.35 feet;

THENCE South 51° 18' 59" East, a distance of 413.60 feet;

THENCE South 15° 02' 33" West, a distance of 449.72 feet;

THENCE South 42° 41' 26" East, a distance of 121.70 feet;

THENCE South 41° 49' 26" West, a distance of 405.55 feet;

THENCE South 4° 47' 32" West, a distance of 358.73 feet;

THENCE South 43° 23' 45" East, a distance of 159.30 feet;

THENCE South 38° 48' 52" West, a distance of 51.20 feet;

THENCE South 49° 22' 55" West, a distance of 624.35 feet;

THENCE South 23° 26' 00" West, a distance of 244.66 feet;

THENCE South 15° 04' 44" East, a distance of 805.97 feet;

THENCE North 86° 59' 19" East, a distance of 980.79 feet to an intersection with the east line of the southwest one-quarter of the northwest one-quarter of aforesaid Section 4;

THENCE South 0° 31' 55" West, along said east line a distance of 540.57 feet to the southeast corner of said southwest one-quarter of the northwest one-quarter of Section 4;

THENCE South 89° 54' 47" West, along the south line of said southwest one-quarter of the northwest one-quarter of Section 4 a distance of 1330.09 feet to the southwest corner of said southwest one-quarter of the northwest one-quarter of Section 4, said corner being also a point on the west line of said Section 4;

THENCE North 0° 38' 58" East, along said west line of Section 4 a distance of 2936.93 feet to the northwest corner of said Section 4, said northwest corner being also the southeast corner of aforesaid Section 32, the POINT OF BEGINNING.

Computed to contain 126.00 acres.

This grant is made upon the condition that a development agreement between the City of Riverside and Lusk Highlander will be executed within 180 days from the date of this deed. The Development Agreement shall contain a provision that this conveyance may be terminated by Lusk Highlander for reasons to be set forth in the Development Agreement. Lusk Highlander, its successors and assigns, shall have the power to terminate all right, title and interest in the property granted by this deed to the City of Riverside, in the manner provided by law for the exercise of this power of termination, in the event the Development Agreement has not been executed within such 180 days. If a Development Agreement is subsequently entered into between the City of Riverside and Lusk Highlander, prior to the exercise of such power of termination, the power of termination shall cease and be of no further effect. The Development Agreement shall contain a provision that this conveyance may be terminated by Lusk Highlander for reasons to be set forth in the Development Agreement.

This grant is made upon the further condition that the property granted by this deed be used for public park and/or open space purposes for twenty-five (25) years from the date of this deed. If the property granted by this deed, or any portion thereof, is no longer used for public park

and/or open space purposes at any time within twenty-five (25) years following the date of this deed, Lusk Highlander, its successors and assigns shall have the power to terminate all right, title, and interest in the property granted by this deed to the City of Riverside in the manner provided by law for the exercise of this power of termination.

The City of Riverside and its successors and assigns shall have the right to construct roads and public utilities and to grant such rights of way in connection therewith over, under and across the property granted by this deed when such uses are determined by the City Council of the City of Riverside to be consistent with the primary use of such property for park and recreation and open space uses. The City of Riverside shall also have the right to grant licenses and permits and to pledge such property as security for municipal financing when such acts are determined by the City Council of the City of Riverside to be consistent with the primary use of such property for park and recreation and open space uses. such property for park and recreation and open space uses.

DESCRIPTION APPROVAL 12/19 & n 12 LUSK HIGHLANDER, a California limited partnership

The Lusk Company, a California Corp. General Partner

Dated 12-15-56

APPROVED AS TO FORM

alarce during ASST. CITY ATTORNEY

## CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a Municipal Corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted January 25, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

STATE OF CALLEODAIL

311.5/m - legal.59/c

STATE OF CALIFORNIA	
COUNTY OF	RIVERSIDE
22	
Ö	
133372	
က	
	OTIVIAL SEAL
	M. RUMPAT I. ALLEN
	A NEPSYD 12 A B
(4)	100 - 10 10 10 10 10 10 10 10 10 10 10 10 10
E	•

CKNOWLEDGMENT BY CORPORATION WHICH IS A GENERAL PARTNER F GENERAL OR LIMITED PARTNERSHIP—Wolcotts Form 230CA 1982 WOLCOTTS INC

On this <u>18th</u> day of \_ <u>December</u> \_\_, in the year 19<u>86 \_\_,</u> before me, the undersigned, a Notary Public in and for said State, personally appeared Donovan D. Huennekens & Donald D. Steffensen

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and/Secretary, respectively, of the Corporation named therein, said Corporation being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument on behalf of the <u>Limited</u> Partnership named therein, and acknowledged to me that the

<u>Limited</u> Partnership executed it

WITNESS my hand and official seal.

>ss.

Margaret Q. Allen Ootary Public in and for said State.

33 PARCEL NO. 2 • CITY OF RIVERSIDE, CALIFORNIA • 12/24-3 THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE SHEET \_\_\_ OF \_\_ ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. SCALE: / "= -DRAINN BY WE DATE 12 15/80 SUBJECT FYW-43-867